UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF GEORGIA

ALYSSA HANSON, on behalf of herself and all others similarly situated, Plaintiff, v. TROP, INC. D/B/A PINK PONY, ATLANTA, Defendant.	)	Civil Action No.: 1:14-cv-01096-AT

PLAINTIFF'S ANSWER TO COUNTERCLAIMS

NOW COMES Plaintiff, Alyssa Hanson ("Plaintiff"), on behalf of herself and all others similarly situated, by and through her undersigned counsel, and hereby answers the counterclaims of Defendant Trop, Inc. d/b/a Pink Pony, Atlanta ("Defendant") as follows:

FIRST DEFENSE

Plaintiff responds to the individually numbered paragraphs of the counterclaims as follows:

1. The allegations of paragraph 1 are admitted.

2. The allegations of paragraph 2 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 2 are admitted.

3. The allegations of paragraph 3 contain conclusions of law to which no response is required.

4. The allegations of paragraph 4 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 4 are admitted.

5. The allegations of paragraph 5 are admitted in part and denied in part. It is admitted that Plaintiff is an entertainer who works at the club known as the "Pink Pony." It is denied that Plaintiff was properly classified as an independent contractor.

6. The allegations of paragraph 6 are admitted in part and denied in part. It is admitted that Defendant requires its entertainers to sign-in and sign-out on forms provided by Defendant. The remaining allegations of paragraph are denied insofar as Defendant improperly attempts to shift its record-keeping obligations under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.* ("FLSA") to Plaintiff.

7. The allegations of paragraph 7 are denied as stated. By way of further answer, Defendant may not shift its record-keeping obligations under the Fair Labor Standards Act of 1938, 29 U.S.C. §§ 201 *et seq.* ("FLSA") to Plaintiff.

8. The allegations of paragraph 8 are admitted in part and denied in part. It is admitted that Plaintiff was required by Defendant to sign an independent contractor agreement prior to working as an entertainer at Defendant's club, that Plaintiff is an artist skilled in the discipline of dance, and that Plaintiff was required to provide her own costumes and beauty aids at her expense. The remaining allegations of paragraph 8 are denied as stated.

9. The allegations of paragraph 9 are denied.

10. The allegations of paragraph 10 are denied as stated.

11. The allegations of paragraph 11 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 11 are denied.

12. The allegations of paragraph 12 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 12 are denied.

13. The allegations of paragraph 13 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 13 are denied.

14. The allegations of paragraph 14 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 14 are denied.

15. Paragraph 15 is a paragraph of incorporation to which no response is required. By way of further response, Plaintiff incorporates her responses to paragraph 1 through 14 above.

16. The allegations of paragraph 16 contain conclusions of law to which no response is required.

17. The allegations of paragraph 17 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 17 are denied.

18. The allegations of paragraph 18 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 18 are denied.

19. Paragraph 19 is a paragraph of incorporation to which no response is required. By way of further response, Plaintiff incorporates her responses to paragraph 1 through 18 above.

20. The allegations of paragraph 20 contain conclusions of law to which no response is required.

21. The allegations of paragraph 21 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 21 are denied.

22. The allegations of paragraph 22 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 22 are denied.

23. The allegations of paragraph 23 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 23 are denied.

24. The allegations of paragraph 24 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 24 are denied.

25. Paragraph 25 is a paragraph of incorporation to which no response is required. By way of further response, Plaintiff incorporates her responses to paragraph 1 through 24 above.

26. The allegations of paragraph 26 contain conclusions of law to which no response is required.

27. The allegations of paragraph 27 are admitted.

28. The allegations of paragraph 28 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 28 are denied.

29. The allegations of paragraph 29 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, Plaintiff responds that the independent contractor agreements speak for themselves.

30. The allegations of paragraph 30 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, Plaintiff responds that the independent contractor agreements speak for themselves.

31. The allegations of paragraph 31 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 31 are denied.

32. The allegations of paragraph 32 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 32 are denied.

33. The allegations of paragraph 33 contain conclusions of law to which no response is required. To the extent a response is deemed necessary, the allegations of paragraph 33 are denied.[1]

34. Plaintiff denies that Defendant is entitled to any of the relief sought in the unnumbered "WHEREFORE" clauses following paragraphs 18, 24, and 33.

SECOND DEFENSE

35. Defendant's allegations do not state a claim against Plaintiff upon which relief can be granted.

THIRD DEFENSE

36. For the purpose of preserving a defense, Defendant's claims are barred, in whole or in part, by the applicable statutes of limitation.

FOURTH DEFENSE

37. For the purpose of preserving a defense, Defendant's claims are barred, in whole or in part, by the doctrines of waiver and/or estoppel, unclean hands, and laches.

[1] Plaintiff notes that the paragraphs of Defendant's counterclaim are misnumbered.

FIFTH DEFENSE

38. Plaintiff reserves the right to amend or supplement any affirmative defenses which may become known during the course of discovery.

WHEREFORE, having responded to the allegations of Defendant's counterclaims, Plaintiff requests that Defendant's counterclaims be dismissed with all costs taxed to Defendant.

Dated: August 25, 2014

Respectfully submitted,

By: */s/ Thomas A. Withers*

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CERTIFICATION UNDER LOCAL RULE 7.1(D)

Pursuant to Local Rule 7.1(D), the undersigned hereby certifies that the foregoing filing is a computer-generated document, prepared in Times New Roman, 14-point font, in accordance with Local Rule 5.1(B).

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CERTIFICATE OF SERVICE

I hereby certify that on August 25, 2014, I caused a true and correct copy of the foregoing document to be electronically filed with the Clerk of the Court. The document has been served on all counsel of record via the Court's electronic filing system (CM/ECF).

By: */s/ Thomas A. Withers*

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